

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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IN RE: METHYL TERTIARY BUTYL  
ETHER ("MTBE") PRODUCTS  
LIABILITY LITIGATION

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Master File No. 1:00-1898  
MDL 1358 (SAS)  
M21-88

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This document relates to:

*Commonwealth of Puerto Rico, et al.*  
v.  
*Shell Oil Co., et al.,*  
*Case No. 07-CIV-10470 (SAS)*

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DECLARATION OF

Matthew Anderson

I, Matthew Anderson, declare and state:

1. I am over the age of 21. I have not been convicted of any crimes and I am competent to make this declaration. I have personal knowledge of the facts and matters set forth in this Declaration and they are all true and correct.

2. I am the Chief Operating Officer with Charter Brokerage LLC ("Charter"), a position I have held since 2012. Charter is a leading global trade services company providing complete customs, import, export, drawback, and related services to importers and exporters in the United States of America. Since 2000, we have provided customs related services to Petrobras America Inc. ("PAI").

3. Among the services we have provided to PAI is completing and filing necessary United States Customs and Border Protection ("CBP") forms related to the importation of petroleum products to the Commonwealth of Puerto Rico. Among the forms that have to be filed in connection with the importation of petroleum products to the Commonwealth of Puerto Rico is CBP (formerly CF) Form 7501. A true and correct copy of an unexecuted current version of that form is attached as Exhibit A. The form requires, among other data, an identification of the

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Declaration of Matthew D. Anderson  
506560 000036 9803409.1

EXHIBIT C

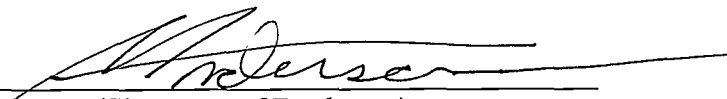
importer of record, which is the entity that is the owner or consignee of the imported cargo described in that form, within the United States or Puerto Rico, . Charter caused Form 7501s to be filed on behalf of PAI in connection with petroleum products entering Puerto Rico between 2002 and 2005.

4. Material information from the CF 7501s Charter files on behalf of clients, including PAI, is recorded and maintained by Charter. That information is normally recorded at or near the time that the Form 7501 is completed and filed with Customs, and such information is kept in the regular course of Charter's business. Attached as Exhibit B is that portion of the recorded material Charter maintains describing Form 7501 information filed on behalf of PAI between November of 2002 and May of 2005 for unleaded motor gasoline entering Puerto Rico in which PAI was identified as the importer of record.

5. Exhibit B is a representation of the information from Form 7501s filed with CBP on behalf of PAI. For example, line 11 of Exhibit B describing the entry into Puerto Rico on March 12, 2004, of 228,086 barrels of gasoline transported on the vessel Bene captures material data fields from the Form 7501. On the bills of lading for that transaction, which are Attached as Exhibit C, the shipper is identified as Petrobras America Inc.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 22, 2015.

  
(Signature of Declarant)

Mathew D. Anderson  
(Printed Name of Declarant)

Chief Operating Officer  
(Title of Declarant)

A

## ENTRY SUMMARY

CBP Form 7501 (06/09)

DEPARTMENT OF HOMELAND SECURITY  
U.S. Customs and Border Protection

## ENTRY SUMMARY CONTINUATION SHEET

OMB No. 1651-0022  
EXP. 08-31-2014

1. Filer Code/Entry No.

| 27.      | 28. Description of Merchandise        |   |                                       | 32.  | 33.  | 34.                                     |
|----------|---------------------------------------|---|---------------------------------------|--|--|---|
| Line No. | 29.<br>A. HTSUS No.<br>B. ADA/CVD No. | 30.<br>A. Grossweight<br>B. Manifest Qty. | 31.<br>Net Quantity in<br>HTSUS Units | A. Entered Value<br>B. CHGS<br>C. Relationship | A. HTSUS Rate<br>B. ADA/CVD Rate<br>C. IRC Rate<br>D. Visa No. | Duty and I.R. Tax<br>Dollars      Cents |
|          |                                       |   |                                       |  |  |   |

B

| Importer Name          | Importer Number | Vessel           | File Number | Entry Number  | Created By | MOI | Entry Date | Entry Summary Date | Import Date | ABI Status | Entry | Port of Entry | Port of Unltd | Ultma CoE | Export Date | CoO        | Bill of Lading |                   |
|------------------------|-----------------|------------------|-------------|---------------|------------|-----|------------|--------------------|-------------|------------|-------|---------------|---------------|-----------|-------------|------------|----------------|-------------------|
| PETROBRAS AMERICA INC. | 76-023518300    | IBORA            | PBR02-133   | UI4-3002150-8 | IAP        | 110 | 11/02/2002 | 11/5/2002          | 11/02/2002  | LIQUIDATED | 01    | 4909          | 4909          | IPR       | BR          | 11/11/2002 | BR             | IMUR              |
| PETROBRAS AMERICA INC. | 76-023518300    | IFATHFUL         | PBR02-141   | UI4-3002314-0 | EJC        | 110 | 11/12/2002 | 11/9/2002          | 11/12/2002  | LIQUIDATED | 01    | 4909          | 4909          | IPR       | BR          | 11/11/2002 | BR             | IAYLASI2002319    |
| PETROBRAS AMERICA INC. | 76-023518300    | IBALUNI          | PBR02-152   | UI4-3002438-7 | IAA        | 110 | 11/26/2002 | 11/8/2003          | 11/21/2002  | LIQUIDATED | 01    | 4909          | 4909          | IPR       | AR          | 11/30/2002 | AR             | IMUR              |
| PETROBRAS AMERICA INC. | 76-023518300    | IMARCHEKAN       | PBR03-005   | UI4-3002598-8 | IAA        | 110 | 11/21/2003 | 11/31/2003         | 11/21/2003  | LIQUIDATED | 01    | 4909          | 4909          | IPR       | BR          | 11/2/2003  | BR             | IDPKTF3DK80301011 |
| PETROBRAS AMERICA INC. | 76-023518300    | IBALUNI          | PBR03-060   | UI4-3003567-2 | KLK        | 110 | 10/11/2003 | 10/23/2003         | 10/11/2003  | LIQUIDATED | 01    | 4909          | 4909          | IPR       | AN          | 10/10/2003 | AN             | IBR003580803      |
| PETROBRAS AMERICA INC. | 76-023518300    | ISKOWHEGAN       | PBR03-095   | UI4-3004092-0 | IAA        | 110 | 10/15/2003 | 10/27/2003         | 10/15/2003  | LIQUIDATED | 01    | 4909          | 4909          | IPR       | BS          | 10/12/2003 | BR             | IAYLA2003122      |
| PETROBRAS AMERICA INC. | 76-023518300    | IFATHFUL         | PBR03-127   | UI4-3004486-4 | KLK        | 110 | 10/10/2003 | 10/14/2003         | 10/11/2003  | LIQUIDATED | 01    | 4908          | 4908          | IPR       | BR          | 10/19/2003 | BR             | IAYLAGHPP011001   |
| PETROBRAS AMERICA INC. | 76-023518300    | IBALUNI          | PBR03-133   | UI4-3004574-7 | KLK        | 110 | 10/15/2003 | 10/27/2003         | 10/15/2003  | LIQUIDATED | 01    | 4908          | 4908          | IPR       | BR          | 10/17/2003 | BR             | IAYLABRO035814030 |
| PETROBRAS AMERICA INC. | 76-023518300    | IPODRAVINA       | PBR03-144   | UI4-3004796-6 | IAA        | 110 | 11/12/2003 | 11/24/2003         | 11/11/2003  | LIQUIDATED | 01    | 4908          | 4908          | IPR       | BR          | 10/29/2003 | BR             | IAYLACTIGOPON1111 |
| PETROBRAS AMERICA INC. | 76-023518300    | AMAZON GUARDIAN  | PBR03-150   | UI4-3005107-5 | IAA        | 110 | 11/26/2003 | 11/29/2003         | 11/26/2003  | LIQUIDATED | 01    | 4908          | 4912          | IPR       | BR          | 12/5/2003  | BR             | IMUR              |
| PETROBRAS AMERICA INC. | 76-023518300    | CABO TAMAR       | PBR03-152   | UI4-3005131-5 | IAA        | 110 | 11/22/2003 | 11/5/2004          | 11/21/2003  | LIQUIDATED | 01    | 4908          | 4912          | IPR       | BS          | 11/16/2003 | BR             | IAYLAPETROBR1712  |
| PETROBRAS AMERICA INC. | 76-023518300    | AMAZON GUARDIAN  | PBR03-153   | UI4-3005203-2 | BLR        | 110 | 11/25/2003 | 11/7/2004          | 11/25/2003  | LIQUIDATED | 01    | 4908          | 4908          | IPR       | CO          | 11/22/2003 | CO             | UNW031122         |
| PETROBRAS AMERICA INC. | 76-023518300    | CABO TAMAR       | PBR04-004   | UI4-3005342-8 | BLR        | 110 | 11/15/2004 | 11/28/2004         | 11/15/2004  | LIQUIDATED | 01    | 4908          | 4912          | IPR       | BS          | 11/22/2004 | BR             | IANNV075004062    |
| PETROBRAS AMERICA INC. | 76-023518300    | AMAZON EXPLORER  | PBR04-007   | UI4-3005457-4 | IAA        | 110 | 11/28/2004 | 2/9/2004           | 11/28/2004  | LIQUIDATED | 01    | 4908          | 4912          | IPR       | BS          | 11/25/2004 | BR             | IAYLAPETROAE0430  |
| PETROBRAS AMERICA INC. | 76-023518300    | AMAZON EXPLORER  | PBR04-009   | UI4-3005522-5 | IAA        | 110 | 12/6/2004  | 2/19/2004          | 12/6/2004   | LIQUIDATED | 01    | 4908          | 4912          | IPR       | BS          | 2/3/2004   | BR             | JPRMEXPO10204001  |
| PETROBRAS AMERICA INC. | 76-023518300    | AMAZON GLADIATOR | PBR04-011   | UI4-3005838-5 | IAA        | 110 | 3/9/2004   | 3/19/2004          | 3/9/2004    | LIQUIDATED | 01    | 4908          | 4912          | IPR       | BS          | 3/6/2004   | BS             | CSHVGLAM0304001   |
| PETROBRAS AMERICA INC. | 76-023518300    | IBENE            | PBR04-012   | UI4-3005848-4 | IAA        | 110 | 3/10/2004  | 3/22/2004          | 3/10/2004   | CANCELED   | 01    | 4908          | 4908          | IPR       | BR          | 12/3/2004  | BR             | IAYLACTIGOBEL0    |
| PETROBRAS AMERICA INC. | 76-023518300    | IBENE            | PBR04-013   | UI4-3005868-2 | IAA        | 110 | 3/12/2004  | 3/24/2004          | 3/12/2004   | LIQUIDATED | 01    | 4909          | 4909          | IPR       | AN          | 12/3/2004  | AN             | IMUR              |
| PETROBRAS AMERICA INC. | 76-023518300    | CHAMPION EXPRESS | PBR04-014   | UI4-3005894-8 | IAA        | 110 | 3/15/2004  | 3/25/2004          | 3/15/2004   | LIQUIDATED | 01    | 4908          | 4908          | IPR       | AN          | 12/16/2004 | AN             | IAYLACTIGOCIL5    |

| Manufacturer Id | FIRMS  | Line Id | HTS Classification | HTSUS Description          | Product Name                                       | Product Description | SPI | Entered Quantity | Entered Weight | Entered Value | Duty Rate | Duty      | HMF       | IMPF | Liq. Date  | Liq. Duty  |
|-----------------|--------|---------|--------------------|----------------------------|--|---------------------|-----|------------------|----------------|---------------|-----------|-----------|-----------|------|------------|------------|
| BRPETBRA65RIO   | IM391- | 0001    | 2710111518         | UNLEADED GAS MOTOR FUEL OT | GASOLINE - UNLEADED OTHER                          |                     |     | 246854           | 29547730       | 9086983       | 0.525     | 129398.35 | 111358.73 | 485  | 10/10/2003 | 1129398.35 |
| BRPETBRA65RIO   | IM337- | 0001    | 2710111518         | UNLEADED GAS MOTOR FUEL OT | GASOLINE - UNLEADED OTHER                          |                     |     | 1606666          | 19384310       | 4521154       | 0.525     | 84349.65  | 5651.44   | 485  | 10/10/2003 | 84349.65   |
| BRPETBRA65RIO   | IM391- | 0002    | 2710111518         | UNLEADED GAS MOTOR FUEL OT |  |                     |     | 137708           | 15921801       | 4887261       | 0.525     | 72296.70  | 16109.08  |      | 11/7/2003  | 78098.54   |
| BRPETBRA65RIO   | IM391- | 0001    | 2710111518         | UNLEADED GAS MOTOR FUEL OT | GASOLINE - UNLEADED OTHER                          |                     |     | 156876           | 18517600       | 5630128       | 0.525     | 82359.90  | 17037.66  | 485  | 12/5/2003  | 82359.9    |
| BRPETBRA65RIO   | IM391- | 0001    | 2710111518         | UNLEADED GAS MOTOR FUEL OT | GASOLINE - UNLEADED OTHERGASOLINE - UNLEADED OTHER |                     |     | 148363           | 17012420       | 5177875       | 0.525     | 177890.58 | 6472.34   |      | 14/23/2004 | 177890.58  |
| BRPETBRA65RIO   | IM391- | 0001    | 2710111518         | UNLEADED GAS MOTOR FUEL OT | GASOLINE - UNLEADED OTHERGASOLINE - UNLEADED OTHER |                     |     | 64612            | 7728960        | 2548202       | 0.525     | 33921.30  | 3185.38   | 485  | 6/25/2004  | 33921.3    |
| BRPETBRA65RIO   | IO792- | 0001    | 2710111518         | UNLEADED GAS MOTOR FUEL OT | GASOLINE - UNLEADED OTHERGASOLINE - UNLEADED OTHER |                     |     | 141104           | 16924670       | 4912967       | 0.525     | 174079.60 | 16141.21  | 485  | 8/13/2004  | 174079.6   |
| BRPETBRA65RIO   | IO792- | 0001    | 2710111518         | UNLEADED GAS MOTOR FUEL OT |  |                     |     | 41829            | 4961370        | 1528428       | 0.525     | 21960.23  | 0.00      | 485  | 8/22/2004  | 21960.23   |
| BRPETBRA65RIO   | IO010- | 0001    | 2710111518         | UNLEADED GAS MOTOR FUEL OT | GASOLINE - UNLEADED OTHERGASOLINE - UNLEADED OTHER |                     |     | 100699           | 12078300       | 3566198       | 0.525     | 57866.98  | 4457.75   | 485  | 9/24/2004  | 57866.98   |
| BRPETBRA65RIO   | IM408- | 0001    | 2710190530         | FUEL OIL NO. 6.SAYBOLT UNI | FUEL OIL NO. 6                                     | FUEL OIL NO. 6      |     | 427746           | 67913285       | 10648730      | 0.0525    | 22456.67  | 0.00      | 485  | 10/29/2004 | 22456.67   |
| BRPETBRA65RIO   | IM408- | 0001    | 2710190530         | FUEL OIL NO. 6.SAYBOLT UNI | FUEL OIL NO. 6                                     | FUEL OIL NO. 6      |     | 344750           | 55481471       | 8550299       | 0.0525    | 18098.33  | 0.00      | 485  | 11/5/2004  | 18098.33   |
| COEDOCAR        | IM408- | 0001    | 2710190530         | FUEL OIL NO. 6.SAYBOLT UNI | FUEL OIL NO. 6                                     | FUEL OIL NO. 6      | 3+  | 100333           | 15405761       | 2236914       | 0         | 0.00      | 0.00      | 485  | 11/12/2004 | 0          |
| BRPETBRA65RIO   | IM408- | 0001    | 2710190530         | FUEL OIL NO. 6.SAYBOLT UNI | FUEL OIL NO. 6                                     | FUEL OIL NO. 6      |     | 343817           | 54823719       | 7990310       | 0.0525    | 18050.39  | 0.00      | 485  | 11/26/2004 | 18050.39   |
| BRPETBRA65RIO   | IM408- | 0001    | 2710190530         | FUEL OIL NO. 6.SAYBOLT UNI | FUEL OIL NO. 6                                     | FUEL OIL NO. 6      |     | 351687           | 56158983       | 9583464       | 0.0525    | 18463.57  | 0.00      | 485  | 12/10/2004 | 18463.57   |
| BRPETBRA65RIO   | IM408- | 0001    | 2710190530         | FUEL OIL NO. 6.SAYBOLT UNI | FUEL OIL NO. 6                                     | FUEL OIL NO. 6      |     | 400033           | 64107784       | 11240931      | 0.0525    | 21001.73  | 0.00      | 485  | 12/17/2004 | 21001.73   |
| BRPETBRA65RIO   | IM408- | 0001    | 2710190530         | FUEL OIL NO. 6.SAYBOLT UNI | FUEL OIL NO. 6                                     | FUEL OIL NO. 6      |     | 444838           | 70577957       | 11118720      | 0.0525    | 23354.00  | 0.00      |      | 1/21/2005  | 23354      |
| BRPETBRA65RIO   | IO010- | 0001    | 2710111519         | UNLEADED GAS MOTOR FUEL OT | GASOLINE - UNLEADED OTHERGASOLINE - UNLEADED OTHER |                     |     | 50000            | 1              | 2246000       | 0.525     | 26250.00  | 2907.50   | 485  |            |            |
| BRPETBRA65RIO   | IM391- | 0001    | 2710111519         | UNLEADED GAS MOTOR FUEL OT | GASOLINE - UNLEADED OTHERGASOLINE - UNLEADED OTHER |                     |     | 228086           | 27041820       | 10047084      | 0.575     | 119748.15 | 12538.86  |      | 1/21/2005  | 139908.76  |
| BRPETBRA65RIO   | IM408- | 0001    | 2710111519         | UNLEADED GAS MOTOR FUEL OT | GASOLINE - UNLEADED OTHERGASOLINE - UNLEADED OTHER |                     |     | 105401           | 12449540       | 4642887       | 0.525     | 55335.53  | 5803.61   |      | 1/28/2005  | 55335.53   |



| Liq. Fee | Invoice Description 2        | Charges | Quantity | Entry Creation | INAFIA Recon |
|----------|------------------------------|---------|----------|----------------|--------------|
| 11943.73 |                              | 431134  | IBBL     | 10/23/2002     | IF           |
| 6136.44  |                              | 1241000 | IBBL     | 11/22/2002     | IF           |
| 6725.94  |                              | 203003  | IBBL     | 12/18/2002     | IF           |
| 7522.66  | API GRAVITY @ 60 DEG. F=58.6 | 239393  | IBBL     | 11/17/2003     | IF           |
| 6472.34  | API GRAVITY @ 60 DEG. F=64.2 | 388483  | IBBL     | 6/10/2003      | IF           |
| 3670.38  | API GRAVITY @ 60 DEG. F=56.1 | 54826   | IBBL     | 8/13/2003      | IF           |
| 6526.21  | API GRAVITY @ 60 DEG. F=55.6 | 1285031 | IBBL     | 9/30/2003      | IF           |
| 485      | API GRAVITY @ 60 DEG= 57.7   | 60652   | IBBL     | 10/14/2003     | IF           |
| 4942.75  | API GRAVITY @ 60 DEG= 55.6   | 206433  | IBBL     | 11/10/2003     | IF           |
| 485      | API GRAVITY @ 60 DEG= 14.0   | 1274682 | IBBL     | 12/15/2003     | IF           |
| 485      | API GRAVITY @ 60 DEG= 8.0    | 671811  | IBBL     | 12/18/2003     | IF           |
| 485      | API GRAVITY @ 60 DEG= 5.8    | 1132640 | IBBL     | 12/24/2003     | IF           |
| 485      | API GRAVITY @ 60 DEG= 9.3    | 662192  | IBBL     | 1/14/2004      | IF           |
| 485      | API GRAVITY @ 60 DEG= 9.1    | 774766  | IBBL     | 1/22/2004      | IF           |
| 485      | API GRAVITY @ 60 DEG= 8.6    | 886073  | IBBL     | 2/5/2004       | IF           |
| 0        | API GRAVITY @ 60 DEG= 9.9    | 624552  | IBBL     | 3/8/2004       | IF           |
|          |                              | 12      | IBBL     | 3/9/2004       | IF           |
| 13003.49 |                              | 564854  | IBBL     | 3/11/2004      | IF           |
| 5803.61  | API GRAVITY @ 60 DEG= 58.5   | 1261032 | IBBL     | 3/12/2004      | IF           |

C

PARCEL 1

# **Statia Terminals, N.V.** **TANKER BILL OF LADING** SCAC CODE: BROD / 35909031

**Non-Negotiable**  
**Copy**

 Shipped in apparent good order and condition by: PETROBRAS AMERICA INC.  
(Shipper)

 on board the CROATIAN M/V BENE  
(Flag) (Type) (Vessel's Name)

 whereof: PETAR BUSURELO is Master; at the port of  
(Master's Full Name)  
 St. Eustatius, Netherlands Antilles; a quantity said to be:
 **Cargo Description****QUANTITY**

UNLEADED  
GASOLINE

|            |                           |
|------------|---------------------------|
| 98,973     | Net U.S. Barrels at 60° F |
| 4,156,866  | Net U.S. Gallons at 60° F |
| 11,565.98  | Net Long Tons             |
| 15,724.830 | Cubic Meters at 15° C     |
| 11,752.054 | Net Metric Tons           |

the stated weight, quantity, quality, measurement, grade, nature, value and condition of the cargo being unknown to the vessel and to the Master, is to be delivered in like good order and condition at the port of: SAN JUAN, PUERTO RICO

 or so near thereto as the vessel can safely get, always afloat unto: THE ORDER OF  
(Discharge Port)
ASTRA OIL(Consignee)
 or order, on payment of freight, or as per charter party dated As Per Charter Party  
(C/P Date)  
 between As Per Charter Party All the terms  
Charterer and Owner

whatsoever of the said Charter except the rate and payment of freight specified therein apply to and govern the rights of the parties concerned in this shipment.

If this Bill of Lading is a document of title to which the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, or similar legislation giving statutory effect to the International Convention for the Unification of Certain Rules relating to Bills of Lading at Brussels of August 25, 1924, applies by reason of the port of loading or discharging being in territory in which the said Act or other similar legislation is in force, this Bill of Lading shall have effect subject to the provisions of the said Act or other similar legislation, as the case may be, which shall be deemed incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act or other similar legislation. If any term of this Bill of Lading is repugnant to the said Act or other similar legislation as so incorporated, such terms shall be void to that extent but no further.

In witness whereof, the Master, or his Agent, has signed

Three (3)(Number Of Original Bill(s) Of Lading)

Original Bill(s) of Lading, all of this tenor and date, drawn as one set and consecutively numbered, any one of which being accomplished, all others being void.

Received on board / Clean on board  
 Freight payable as per charter party

1. "All terms, conditions and exceptions including the arbitration clause of the charter party are incorporated herein."
2. If one original Bill of Lading is placed on board, delivery of cargo may properly be made on instructions received from the charterers.

St. Eustatius, Netherlands Antilles  
 MARCH 09, 2004

Master, M/V BENE  
(Vessel's Name)  
PETAR BUSURELO  
(Master's Full Name)

PAI/PR 000426

CONFIDENTIAL (per 2004 MDL 1358 Order)

PAI 03/09

Croatia Terminals, N.V.

NON-  
NEGOTIABLE  
COPY

PARCEL 2

TANKER BILL OF LADING

SCAC CODE: BROD / 35911032

Shipped in apparent good order and condition by: PETROBRAS AMERICA INC.on board the CROATIAN M/V BENEwhereof: PETAR BUSURELO is Master, at the port of

St. Eustatius, Netherlands Antilles; a quantity said to be:

## Cargo Description

## QUANTITY

UNLEADED  
GASOLINE

129,908 Net U.S. Barrels at 60° F

5,456,136 Net U.S. Gallons at 60° F

15,005.67 Net Long Tons

20,639.783 Cubic Meters at 15° C

15,247.302 Net Metric Tons

the stated weight, quantity, quality, measurement, grade, nature, value and condition of the cargo being unknown to the vessel and to the Master, is to be delivered in like good order and condition at the port of: SAN JUAN, PUERTO RICO

or so near thereto as the vessel can safely get, always afloat unto: THE ORDER OF

ASTRA OIL

or order, on payment of freight, or as per charter party dated As Per Charter Party

between As Per Charter Party All the terms

whatsoever of the said Charter except the rate and payment of freight specified therein apply to and govern the rights of the parties concerned in this shipment.

If this Bill of Lading is a document of title to which the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, or similar legislation giving statutory effect to the International Convention for the Unification of Certain Rules relating to Bills of Lading at Brussels of August 25, 1924, applies by reason of the port of loading or discharging being in territory in which the said Act or other similar legislation is in force, this Bill of Lading shall have effect subject to the provisions of the said Act or other similar legislation, as the case may be, which shall be deemed incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act or other similar legislation. If any term of this Bill of Lading is repugnant to the said Act or other similar legislation as so incorporated, such terms shall be void to that extent but no further.

In witness whereof, the Master, or his Agent, has signed

Three (3)

(Number Of Original Bill(s) Of Lading)

Original Bill(s) of Lading, all of this tenor and date, drawn as one set and consecutively numbered, any one of which being accomplished, all others being void.

Received on board / Clean on board  
Freight payable as per charter party

1. "All terms, conditions and exceptions including the arbitration clause of the charter party are incorporated herein."
2. If one original Bill of Lading is placed on board, delivery of cargo may properly be made on instructions received from the charterers.

St. Eustatius, Netherlands Antilles

MARCH 11<sup>TH</sup>, 2004

Master:

M/V BENE  
(Vessel's Name)  
PETAR BUSURELO  
(Master's Full Name)

PAI/PR 000425

CONFIDENTIAL (per 2004 MDL 1358 Order)

Statia Terminals, N.V.

NON-  
NEGOTIABLE  
COPY

PAI 02/04

PARCEL 3

TANKER BILL OF LADING

SCAC CODE: BROD / 35912033

Shipped in apparent good order and condition by:

PETROBRAS AMERICA INC.

on board the

CROATIAN

M/V

BENE

whereof:

PETAR BUSURELO

is Master, at the port of

St. Eustatius, Netherlands Antilles; a quantity said to be:

Cargo Description

QUANTITY

MTBE

7,991 Net U.S. Barrels at 60° F

335,622 Net U.S. Gallons at 60° F

929,91 Net Long Tons

1,269.610 Cubic Meters at 15° C

944.856 Net Metric Tons

the stated weight, quantity, quality, measurement, grade, nature, value and condition of the cargo being unknown to the vessel and to the Master, is to be delivered in like good order and condition at the port of: SAN JUAN, PUERTO RICO

or so near thereto as the vessel can safely get, always afloat unto:

THE ORDER OF

ASTRA OIL

or order, on payment of freight, or as per charter party dated

As Per Charter Party

between

As Per Charter Party

All the terms

whatsoever of the said Charter except the rate and payment of freight specified therein apply to and govern the rights of the parties concerned in this shipment.

If this Bill of Lading is a document of title to which the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, or similar legislation giving statutory effect to the International Convention for the Unification of Certain Rules relating to Bills of Lading at Brussels of August 25, 1924, applies by reason of the port of loading or discharging being in territory in which the said Act or other similar legislation is in force, this Bill of Lading shall have effect subject to the provisions of the said Act or other similar legislation, as the case may be, which shall be deemed incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act or other similar legislation. If any term of this Bill of Lading is repugnant to the said Act or other similar legislation as so incorporated, such terms shall be void to that extent but no further.

In witness whereof, the Master, or his Agent, has signed

Three (3)

Original Bill(s) of Lading, all of this tenor and date, drawn as one set and consecutively numbered, any one of which being accomplished, all others being void.

Received on board / Clean on board  
Freight payable as per charter party

1. "All terms, conditions and exceptions including the arbitration clause of the charter party are incorporated herein."
2. If one original Bill of Lading is placed on board, delivery of cargo may properly be made on instructions received from the charterers.

St. Eustatius, Netherlands Antilles  
MARCH 12<sup>TH</sup>, 2004

-Master,

PETAR BUSURELO